

**MASTER AGREEMENT
BETWEEN
BUREAU OF LAND MANAGEMENT
FARMINGTON FIELD OFFICE
AND
XYZ CORPORATION**

I. PURPOSE

This Master Agreement (MA) is for the processing of right-of-way applications, filed after the effective date of the MA, by XYZ Corporation (XYZ) for all 15kV electric distribution lines. This MA also covers the monitoring of all grants issued under the scope of the MA. The geographic area covered under the MA is the Farmington Field Office jurisdiction (See Exhibit A).

II. AUTHORITY

Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 et seq.) and regulations found at 43 CFR 2804.17.

III. AUTHORIZATION PROCESS

Under this MA, the BLM agrees to process XYZ's applications within [] working days and prepare all environmental analysis. XYZ agrees to provide a complete application(s) which consists of [See Exhibits D, E, F] in order to expedite application processing and allow BLM to make a decision(s) on whether to grant a right(s)-of-way.

IV. COST REIMBURSEMENT

XYZ agrees to waive all category determinations for processing and monitoring fees and agrees to pay all actual costs (includes direct and indirect).

V. DEPOSIT, BILLING, PAYMENT, AND AUDITING

XYZ agrees to make an initial deposit of [\$] and maintain a minimum balance of [\$]. BLM agrees to provide an estimate of costs to XYZ along with a list of staff who shall be assigned to the interdisciplinary team (see Exhibits B and C).

BLM shall monitor the account balance and bill XYZ quarterly or as needed. XYZ shall submit future payments within [] working days.

BLM shall provide documentation to XYZ of all BLM charges either quarterly or as requested. This documentation shall consist of Reimbursable Project Logs (Form 1323-1) and/or MIS reports.

VI. TERMINATION

Either party to this MA may terminate the agreement after 30 days prior written notice to the other party. In the event of termination of the MA, all processing and monitoring activities shall continue as they were prior to the MA.

VII. OTHER PROVISIONS

By executing this MA, XYZ does not waive any rights it may otherwise have. BLM and XYZ agree to utilize Construction Inspection Contractors (CIC) to monitor grants on an as needed basis. BLM agrees to provide a list of pre-qualified contractors to XYZ. XYZ agrees to hire a CIC within [] working days. All CIC's shall be paid by XYZ but shall report directly to the BLM.

VIII. EFFECTIVE DATE

This MA is effective as of the date of the signature of the BLM Authorized Officer and shall remain in effect until terminated.

For Bureau of Land Management:

BLM Authorized Officer

Date

For XYZ Company:

Signature

Date

Title